

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
NORTHWESTERN UNIVERSITY

THIS AGREEMENT is entered into 29 January, 1997,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-
954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and
NORTHWESTERN UNIVERSITY, (the "University").

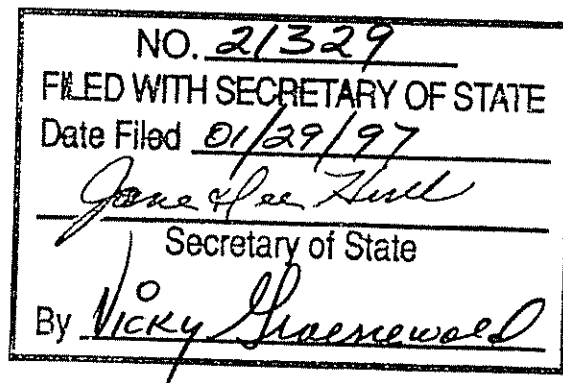
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The University is empowered to enter into this agreement
and has by Delegation of Authority, a copy of which is attached
hereto and made a part hereof, delegated the authority to execute
this agreement on behalf of the University to the undersigned.

3. The State has a continuing requirement for various
technical traffic related professional training. The University
has the professional and technical training personnel to provide
the training.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:



II. SCOPE OF WORK

1. The State will:

a. Appoint a training coordinator within the State's Human Resource Development Center (HRDC) to interface with the University relating to the training. Provide appropriate advance notification to the University of the various types of desired training. Coordinate as required with the University to arrange and receive the training.

b. Be responsible for all costs or fees associated with the training, as in a typical college/student relationship.

c. Reimburse the University within forty-five (45) days after receipt and approval of training invoices. Such reimbursements will be in the form of State purchase orders, financed by the budget of the Human Resources Development Center.

2. The University will:

a. Appoint a training coordinator at the University (NWU) to interface with the State relating to the training. Coordinate the administrative aspects of the training to provide instructors and training utilizing the resources of the University.

b. Provide training curriculum and approved certified instructors for courses requested by the State that have an agreed minimum number of enrollees.

c. Invoice the State upon the beginning of each class.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said training and payments; provided, however, that this agreement, may be cancelled at any time prior to the start of the training course, upon thirty (30) days written notice to the other party.

2. The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination and affirmative action.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511, as regards conflicts of interest on behalf of State employees.

4. The provisions of Arizona Revised Statutes Section 35-214 pertaining to audit are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518 and 12-133 and rules promulgated thereunder.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Human Resource Development Center
205 South 17 Avenue, Mail Drop 069R
Phoenix, AZ 85007

Northwestern University
Traffic Institute, Transportation Engineering Division
405 Church Street
Evanston, IL 60208

with copy to:

Office of Research and Sponsored Programs
633 Clark Street
Evanston, IL 60208-1110

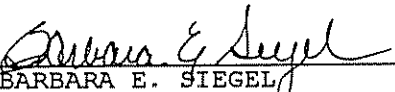
7. Attached hereto and incorporated herein is the written determination of legal counsel that the parties are authorized under the laws of their respective states to enter into this agreement and that the agreement is in proper form.

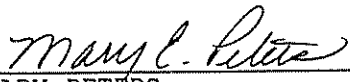
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

NORTHWESTERN UNIVERSITY

STATE OF ARIZONA

Department of Transportation


By 
BARBARA E. SIEGEL
Managing Director
Office of Research and
Sponsored Programs

By 
MARY PETERS
Deputy Director

RESOLUTION

BE IT RESOLVED on this 7th day of October 1996, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Northwestern University for the purpose of defining responsibilities for providing professional traffic related training to state ADOT employees.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy Director for approval and execution.


for LARRY S. BONINE
Director

DETERMINATION

Arizona Contract No. JPA 96-148, which is an agreement between the STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, the NORTHWESTERN UNIVERSITY has been reviewed by the undersigned for the UNIVERSITY who has determined that it is in the proper form and within the powers and authority granted to the UNIVERSITY.

No opinion is expressed as to the authority of the State of Arizona to enter into said agreement.

DATED this 26th day of December, 1996.

NORTHWESTERN UNIVERSITY

By Barbara E. Siegel

Barbara E. Siegel
Managing Director
Office of Research and Sponsored Programs



GRANT WOODS
ATTORNEY GENERAL

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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR96-2441TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED January 22, 1997.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section